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10 DEBORAH PEREZ

11 **P O R T E R | S C O T T**
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19 Attorneys for Defendants
20 CITY OF SOUTH LAKE TAHOE and COUNTY OF EL DORADO

21 UNITED STATES DISTRICT COURT
22 EASTERN DISTRICT OF CALIFORNIA

23
24 DEBORAH PEREZ,
25 Plaintiff,
26 v.
27 CITY OF SOUTH LAKE TAHOE;
28 COUNTY OF EL DORADO,
Defendants.

Case No. 2:21-cv-02234-JAM-KJN
Civil Rights

**CONSENT DECREE AND
ORDER FOR INJUNCTIVE ONLY**

Action Filed: December 3, 2021

29
30 1. Plaintiff DEBORAH PEREZ filed a Complaint in this action on December 3,
31 2021, to enforce provisions of the Americans with Disabilities Act of 1990 ("ADA"), 42
32 U.S.C. §§ 12101 *et seq.*, and California civil rights laws and to obtain recovery of damages
33 for discriminatory experiences, denial of access, and denial of civil rights against Defendants
34 CITY OF SOUTH LAKE TAHOE and COUNTY OF EL DORADO, collectively

1 (“Defendants”). Plaintiff has alleged that Defendants violated Titles II of the ADA, sections
2 51, 54, 54.1 and 54.3, of the California Civil Code, and California Government Code sections
3 4450 *et seq.* by failing to provide full and equal access to users of Campground by the Lake
4 located at 1150 Rufus Allen Blvd., South Lake Tahoe, California. Defendants deny liability
5 for Plaintiff’s claims.

6 2. In order to avoid the costs, expense, and uncertainty of protracted litigation,
7 Plaintiff and Defendants (together sometimes the “Parties”) agree to entry of this Consent
8 Decree and Order to resolve all claims regarding injunctive relief raised in the Complaint
9 without the need for protracted litigation. The Parties have resolved the monetary issues in
10 this case with a separate settlement agreement. Accordingly, the Parties agree to the entry of
11 this Order without trial or further adjudication of any issues of fact or law concerning
12 Plaintiff’s claims for relief.

13

14 **JURISDICTION:**

15 3. The Parties to this Consent Decree and Order agree that the Court has
16 jurisdiction of this matter pursuant to 28 U.S.C. section 1331 for alleged violations of the
17 Americans with Disabilities Act of 1990, 42 U.S.C. sections 12101 *et seq.* and pursuant to
18 supplemental jurisdiction for alleged violations of California Civil Code sections 51, 54, and
19 54.1.

20 WHEREFORE, the Parties to this Consent Decree hereby agree and stipulate to the
21 Court’s entry of this Consent Decree and Order, which provide as follows:

22

23 **SETTLEMENT OF INJUNCTIVE RELIEF:**

24 4. This Order shall be a full, complete, and final disposition and settlement of
25 Plaintiff’s claims against Defendants for injunctive relief that have arisen out of the subject
26 Complaint.

27 5. The Parties agree and stipulate that the corrective work will be performed in
28 compliance with the standards and specifications for disabled access as set forth in the

1 California Code of Regulations, Title 24-2, and Americans with Disabilities Act Standards
2 for Accessible Design, unless other standards are specifically agreed to in this Consent
3 Decree and Order.

4 a. **Physical Remedial Measures and Administrative Procedures:**

5 i. Defendant City of South Lake Tahoe agrees to create a
6 decompressed granite pathway from one campsite to the nearest
7 restroom by June 30, 2022, subject to any severe weather
8 conditions which might cause a temporary delay in the project.

9 ii. Defendant City of South Lake Tahoe will create five ADA
10 compliant paved campsites as part of the campground renovation
11 that is included in the “56 Acres Master Plan” which will be
12 completed at a time currently unknown. The City is in the planning
13 process for Phase 1 of the 56 Acres Master Plan which will require
14 closure of a large portion of the campground. Phase 2 of the 56
15 Acres Master Plan, which includes the campground renovation,
16 will begin in approximately 2024 and will include the compliant
17 campsites. The campground renovation is anticipated to conclude
18 in approximately 2030 but no firm date has been set.

19 b. **Timing:** Defendant City of South Lake Tahoe will complete each
20 item on the schedule as stated in this Consent Decree. In the event that
21 unforeseen difficulties or good faith, reasonable construction or
22 administrative related delays prevent Defendant from completing any
23 of the agreed-upon injunctive relief, Defendant or their counsel will
24 notify Plaintiff's counsel in writing within seven (7) days of
25 discovering the delay. Plaintiff will have thirty (30) days to
26 investigate and meet and confer with Defendant, and to approve the
27 delay by stipulation or otherwise respond to Defendant's notice. If the
28 Parties cannot reach agreement regarding the delay within that time

1 period, Plaintiff may seek enforcement by the Court

2 c. Defendant City of South Lake Tahoe or defense counsel will notify

3 Plaintiff's counsel when the corrective work is completed, and,

4 whether completed or not, upon request by Plaintiff's counsel, will

5 provide a status report to Plaintiff's counsel within 30 days of such

6 request.

7 d. If Defendants City of South Lake Tahoe fails to provide injunctive

8 relief on the agreed upon timetable and/or fail to provide timely

9 written status notification, and Plaintiff file a motion with the Court to

10 obtain compliance with these terms, Plaintiff reserves the right to seek

11 additional attorney's fees for any compliance work necessitated by

12 Defendant's failure to keep this agreement. If the Parties disagree, the

13 parties agree to participate in a Magistrate Judge-conducted Settlement

14 Conference for the purposes of resolving the disputed fees. If the

15 Settlement Conference fails to resolve the fee dispute, Plaintiff may

16 seek relief via motion for an order directing the Defendant City of

17 South Lake Tahoe to pay Plaintiff's counsel reasonably incurred fees.

18

19 **DAMAGES, ATTORNEYS' FEES, LITIGATION EXPENSES, AND COSTS:**

20 6. The Parties have reached a separate settlement agreement regarding Plaintiff's

21 claims for damages, attorneys' fees, and litigation expenses, which agreement fully and

22 finally resolves Plaintiff's claims for damages, including attorneys' fees and litigation costs

23 and expenses against Defendant.

24

25 **ENTIRE CONSENT DECREE AND ORDER:**

26 7. This Consent Decree and Order constitute the entire agreement between the

27 signing Parties on the matters of injunctive relief, damages, attorneys' fees, litigation

28 expenses, and costs, and no other statement, promise, or agreement, either written or oral,

1 made by any of the Parties or agents of any of the Parties that is not contained in this written
2 Consent Decree and Order, shall be enforceable regarding the matters of injunctive relief
3 described herein.

4

5 **CONSENT DECREE AND ORDER BINDING ON PARTIES AND SUCCESSORS IN
6 INTEREST:**

7 8. This Consent Decree and Order shall be binding on Plaintiff, Defendants, and
8 any successors-in-interest. Defendants have a duty to so notify all such successors-in-interest
9 of the existence and terms of this Consent Decree and Order during the period of the Court's
10 jurisdiction of this Consent Decree and Order.

11 9. Except for all obligations required in this Consent Decree and Order each of
12 the Parties to this Consent Decree and Order, on behalf of each of their respective agents,
13 representatives, predecessors, successors, heirs, partners, and assigns, releases and forever
14 discharges each other Party and all officers, directors, shareholders, subsidiaries, joint
15 venturers, stockholders, partners, parent companies, employees, agents, attorneys, insurance
16 carriers, heirs, predecessors, and representatives of each other Party, from all claims,
17 demands, actions, and causes of action of whatever kind or nature, presently known or
18 unknown, arising out of or in any way connected with the lawsuit.

19

20 **MUTUAL RELEASE AND WAIVER OF CIVIL CODE SECTION 1542:**

21 10. Each of the Parties to this Consent Decree and Order understands and agrees
22 that there is a risk and possibility that, subsequent to the execution of this Consent Decree
23 and Order, any or all of them will incur, suffer, or experience some further loss or damage
24 with respect to the lawsuit that is unknown or unanticipated at the time this Consent Decree
25 and Order is signed. Except for all obligations required in this Consent Decree and Order,
26 the Parties intend that this Consent Decree and Order apply to all such further loss with
27 respect to the lawsuit, except those caused by the Parties subsequent to the execution of this
28 Consent Decree and Order. Therefore, except for all obligations required in this Consent

1 Decree and Order, this Consent Decree and Order shall apply to and cover any and all claims,
2 demands, actions, and causes of action by the Parties to this Consent Decree with respect to
3 the lawsuit, whether the same are known, unknown, or hereafter discovered or ascertained,
4 and the provisions of Section 1542 of the California Civil Code are hereby expressly waived.

5 Section 1542 provides as follows:

6 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS
7 THAT THE CREDITOR OR RELEASING PARTY DOES NOT
8 KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT
9 THE TIME OF EXECUTING THE RELEASE AND THAT, IF
KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY
AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR
OR RELEASED PARTY.**

10 11. Except for all obligations required in this Consent Decree and Order each of the
11 Parties to this Consent Decree and Order, on behalf of each, their respective agents,
12 representatives, predecessors, successors, heirs, partners, and assigns, releases and forever
13 discharges each other Party and all officers, directors, shareholders, subsidiaries, joint venturers,
14 stockholders, partners, parent companies, employees, agents, attorneys, insurance carriers, heirs,
15 predecessors, and representatives of each other Party, from all claims, demands, actions, and
16 causes of action of whatever kind or nature, presently known or unknown, arising out of or in
17 any way connected with the lawsuit.

18

19 **TERM OF THE CONSENT DECREE AND ORDER:**

20 12. This Consent Decree and Order shall be in full force and effect for a period of
21 thirty-six (36) months after the date of entry of this Consent Decree and Order by the Court.
22 The Consent Decree and Order shall automatically terminate thirty-six (36) months after the
23 date of entry of this Consent Decree and Order by the Court or on an earlier date if a motion
24 to terminate the Consent Decree is filed and granted by the Court.

25

26 **SEVERABILITY:**

1 13. If any term of this Consent Decree and Order is determined by any court to be
2 unenforceable, the other terms of this Consent Decree and Order shall nonetheless remain in
3 full force and effect.

4

5 **SIGNATORIES BIND PARTIES:**

6 14. Signatories on the behalf of the Parties represent that they are authorized to
7 bind the Parties to this Consent Decree and Order. This Consent Decree and Order may be
8 signed in counterparts and a facsimile signature shall have the same force and effect as an
9 original signature.

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11 **END OF PAGE.**

12 **SIGNATURES CONTINUE ON THE NEXT PAGE AND ORDER IS AT THE END
13 OF THE DOCUMENT.**

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1 Dated: April 7, 2022

PLAINTIFF DEBORAH PEREZ



DEBORAH PEREZ

6 Dated: _____, 2022

DEFENDANT CITY OF SOUTH LAKE TAHOE

7 By: _____

8 Print name: _____

9 Title: _____

10 Approved as to form:

11 Dated: 4/7, 2022

12 REIN & CLEFTON



13 _____
14 By: AARON M. CLEFTON, ESQ.
15 Attorneys for Plaintiff
16 DEBORAH PEREZ

17 Dated: 4/11, 2022

18 PORTER SCOTT
19 A PROFESSIONAL CORPORATION

20 _____
21 By: MATTHEW GROSS, Esq.
22 Attorney for Defendants
23 CITY OF SOUTH LAKE TAHOE and COUNTY
24 OF EL DORADO

1 Dated: _____, 2022

PLAINTIFF DEBORAH PEREZ

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6 Dated: 4/8, 2022

DEBORAH PEREZ

DEFENDANT CITY OF SOUTH LAKE TAHOE

7 By:

8 Print name: Joseph D. Irvin
9 Title: City Manager

10 Approved as to form:

11 Dated: _____, 2022

REIN & CLEFTON

12
13 By: AARON M. CLEFTON, ESQ.

14 Attorneys for Plaintiff
15 DEBORAH PEREZ

16 Dated: _____, 2022

17 PORTER SCOTT
18 A PROFESSIONAL CORPORATION

19 By: MATTHEW GROSS, Esq.

20 Attorney for Defendants
21 CITY OF SOUTH LAKE TAHOE and COUNTY
22 OF EL DORADO

1 **ORDER**
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4 Pursuant to stipulation, and for good cause shown, IT IS SO ORDERED.
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7 Dated: April 11, 2022
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9

10 /s/ John A. Mendez
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13 THE HONORABLE JOHN A. MENDEZ
14 UNITED STATES DISTRICT COURT JUDGE
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